

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

KENDRA SCOTT, LLC,

Plaintiff,

v.

DALISHI, et al.,

Defendants.

Case No. 21-cv-05540

Judge Elaine E. Bucklo

Magistrate Judge Beth W. Jantz

FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff Kendra Scott, LLC (“Kendra Scott” or “Plaintiff”) against the fully interactive, e-commerce stores¹ operating under the seller aliases identified on Schedule A attached hereto (collectively, the “Seller Aliases”), and Kendra Scott having moved for entry of Default and Default Judgment against the Seller Aliases (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by Kendra Scott, a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;

Kendra Scott having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces and Domain Names.

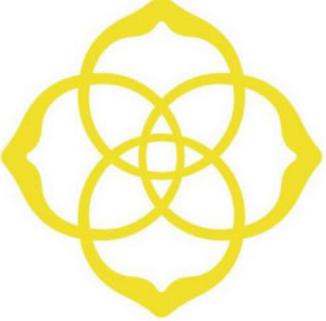
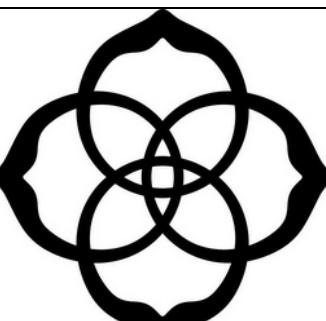
Defaulting Defendants having failed to answer the Complaint or otherwise plead, and the time for answering the Complaint having expired;

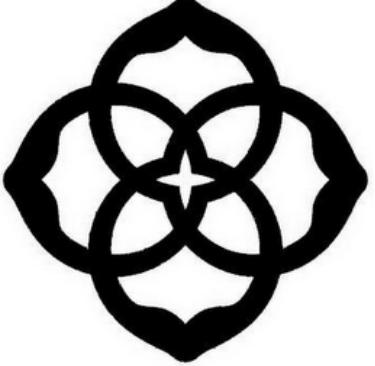
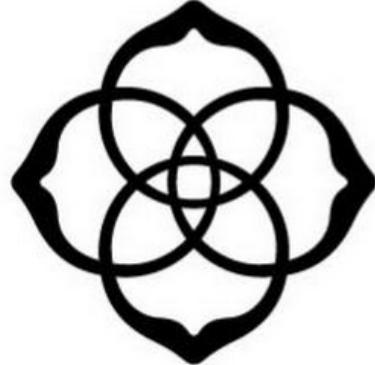
THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and have sold products using infringing and counterfeit versions of the Kendra Scott's federally registered trademarks (the "Kendra Scott Trademarks") to residents of Illinois. A list of the Kendra Scott Trademarks is included in the below chart.

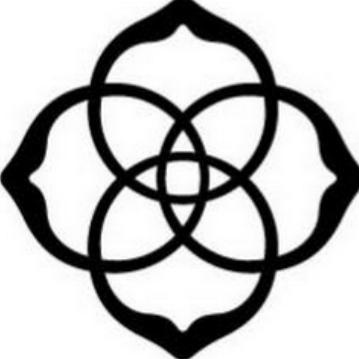
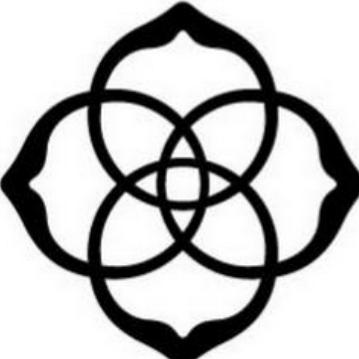
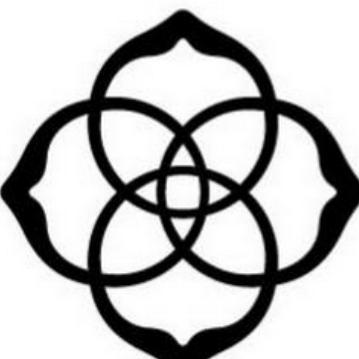
Registration Number	Trademark	Goods and Services
2,850,550	KENDRA SCOTT DESIGN	For: jewelry in class 14.
3,125,314	KENDRA SCOTT	For: jewelry in class 14.
4,955,259	KENDRA SCOTT	For: cosmetic carrying cases sold empty; purses; handbags; wallets; train cases; travel cases; wristlet bags; toiletry bags sold empty in class 18.
4,963,203	KENDRA SCOTT	For: retail jewelry store services; online retail jewelry store services; retail and online retail store services featuring jewelry, jewelry bags and cases, jewelry pouches, jewelry organizer pouches and rolls, cosmetic cases, train cases, travel cases, toiletry bags sold empty, hand

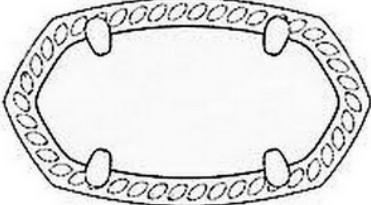
Registration Number	Trademark	Goods and Services
		bags, and purses; presentation of jewelry, jewelry bags and cases, jewelry pouches, jewelry organizer pouches and rolls, travel cases, toiletry bags sold empty, cosmetic cases, train cases, hand bags, purses, on communication media, for retail purposes; sales promotion of jewelry; administrative processing of purchase orders for jewelry in class 35.
5,074,644	KENDRA SCOTT	For: nail polish and nail enamel in class 3.
5,233,977	KENDRA SCOTT	For: jewelry; jewelry rolls; cuff links; jewelry cases; jewelry boxes; jewelry organizer cases; jewelry organizer rolls for travel; charms; earlobe support patch for earrings in class 14.
6,095,882	KENDRA SCOTT	For: candles in class 4.
3,529,344	KENDRA	For: jewelry in class 14.
5,807,291	KENDRA SCOTT	For: decorative boxes made primarily of non-precious metals in class 6. For: Household décor made primarily of stone and including non-precious metals, namely, decorative boxes; decorative boxes made primarily of stone; household décor made primarily of stone, namely, geodes for display in class 19.

Registration Number	Trademark	Goods and Services
		<p>For: Display cases; Display trays for displaying jewelry; Display racks; Display stands; Jewelry organizer displays; Mirrors; Picture frames; Point of purchase displays in class 20.</p> <p>For: Trays for domestic purposes; dinnerware; beverageware; decorative plates; display trays for household purposes; display trays for domestic purposes in class 21.</p>
4,927,238	KS	For: jewelry in class 14.
4,159,941	COLOR BAR	For: jewelry in class 14.
5,782,154	COLOR BAR	For: retail and online retail jewelry store services; retail and online retail store services featuring jewelry, jewelry display trees and stands, jewelry bags and cases, jewelry boxes, decorative boxes and tray, jewelry pouches, picture frames, display cases, display stands, display racks, nail polish and nail enamel, point of purchase displays, household décor made primarily of stone and metal, trays for domestic purposes, dinnerware, beverageware, and decorative plates; presentation of jewelry, jewelry display trees and stands, jewelry bags and cases, jewelry boxes, decorative boxes and tray, jewelry pouches, picture frames, display cases, display stands, display racks, nail polish and nail enamel, point of purchase displays, household décor made primarily of stone and

Registration Number	Trademark	Goods and Services
		metal, trays for domestic purposes, dinnerware, beverageware, and decorative plates, on communication media, for retail purposes; sales promotion of jewelry; administrative processing of purchase orders for jewelry in class 35.
5,570,678	#STRIKEAMOOD	For: retail and online retail store services featuring candles in class 35.
4,297,566		For: jewelry in class 14.
4,838,307		For: jewelry; jewelry, namely, key chains, key rings, trinkets or fobs; jewelry cases in class 14.

Registration Number	Trademark	Goods and Services
4,838,297		<p>For: jewelry organizer rolls for travel in class 14.</p> <p>For: Jewelry pouches; cosmetic carrying cases sold empty; purses; handbags; wallets; train cases; wristlet bags in class 18.</p>
5,486,678		<p>For: jewelry in class 14.</p>
5,514,030		<p>For: retail and online retail jewelry store services; retail and online retail store services featuring jewelry, jewelry display trees and stands, jewelry bags and cases, jewelry pouches, tote bags, hand bags, purses, picture frames, display cases, display stands, display racks, display boards, candle holders, protective cases for wireless mobile devices, nail polish; presentation of jewelry, jewelry display trees and stands, jewelry bags and cases, jewelry pouches, tote bags, hand bags, purses, picture frames, display cases, display stands, display racks, display boards, candle holders, protective cases for wireless mobile devices, nail polish, on communication media, for retail purposes; sales promotion of jewelry; administrative processing of purchase orders</p>

Registration Number	Trademark	Goods and Services
		for jewelry in class 35.
6,502,600		For: Beach bags; Cases for keys; Cosmetic carrying cases sold empty; Handbags; Luggage tags; Purses; Reusable shopping bags; Toiletry bags sold empty; Travel bags; Travel cases; Umbrellas; Wallet chains; Wallets; All-purpose carrying bags; All-purpose reusable carrying bags; Carry-all bags in class 18.
6,047,771		For: candles in class 4.
6,449,812		For: hair clips; hair barrettes; bobby pins; hair bows; hair ribbons; hair slides; hair clamps; hair pins and clips; hair bands in class 26.
4,967,469		For: jewelry in class 14.

Registration Number	Trademark	Goods and Services
		
4,967,470		For: jewelry in class 14.
5,399,800		For: jewelry in class 14.

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114) and false designation of origin (15 U.S.C. § 1125(a)).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert or participation with them be permanently enjoined and restrained from:
 - a. using the Kendra Scott Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Kendra Scott product or not authorized by Kendra Scott to be sold in connection with the Kendra Scott Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Kendra Scott product or any other product produced by Kendra Scott, that is not Kendra Scott's or not produced under the authorization, control or supervision of Kendra Scott and approved by Kendra Scott for sale under the Kendra Scott Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Kendra Scott, or are sponsored by, approved by, or otherwise connected with Kendra Scott;
 - d. further infringing the Kendra Scott Trademarks and damaging Kendra Scott's goodwill; and

- e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Kendra Scott, nor authorized by Kendra Scott to be sold or offered for sale, and which bear any Kendra Scott trademark, including the Kendra Scott Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.
2. The domain name registries for the Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within ten (10) business days of receipt of this Order, shall, at Kendra Scott's choosing:
 - a. permanently transfer the Domain Names to Kendra Scott's control, including unlocking and changing the registrar of record for the Domain Names to a registrar of Kendra Scott's selection; or
 - b. disable the Domain Names and make them inactive and untransferable.
3. The domain name registrars, including but not limited to, GoDaddy Operating Company, LLC ("GoDaddy"), Name.com, PDR LTD. d/b/a PublicDomainRegistry.com ("PDR"), and Namecheap Inc. ("Namecheap"), within ten (10) business days of receipt of this Order, shall take any steps necessary to transfer the Domain Names to a registrar account of Kendra Scott's selection.
4. Upon Kendra Scott's request, any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces and Domain Names, including, without limitation, any online marketplace platforms such as eBay Inc. ("eBay"), AliExpress,

Alibaba, Group Holding Ltd. (“Alibaba”), Amazon.com, Inc. (“Amazon”), ContextLogic Inc. d/b/a Wish.com (“Wish.com”), and Dhgate, (collectively, the “Third Party Providers”) shall, within ten (10) business days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the Kendra Scott Trademarks.

5. Pursuant to 15 U.S.C. § 1117(c)(2), Kendra Scott is awarded statutory damages from each of the Defaulting Defendants in the amount of two hundred and fifty thousand dollars (\$250,000) for willful use of counterfeit Kendra Scott Trademarks in connection with the sale of products through at least the Seller Aliases. The two hundred and fifty thousand dollar (\$250,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in Schedule A.
6. Kendra Scott may serve this Order on Third Party Providers, including PayPal, Inc. (“PayPal”), eBay, Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), Wish.com, DHgate, and Amazon Pay, by e-mail delivery to the e-mail addresses Kendra Scott used to serve the Temporary Restraining Order on the Third Party Providers.
7. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, DHgate, and Amazon Pay, shall, within ten (10) business days of receipt of this Order, permanently restrain and enjoin any financial accounts connected to Defaulting Defendants’ Seller Aliases, Online Marketplaces, or Domain Names from transferring or disposing of any funds, up to the above identified statutory damages award, or other of Defaulting Defendants’ assets.

8. All monies, up to the above identified statutory damages award, restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, DHgate, and Amazon Pay, are hereby released to Kendra Scott as partial payment of the above-identified damages, and Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, DHgate, and Amazon Pay, are ordered to release to Kendra Scott the amounts from Defaulting Defendants' financial accounts within ten (10) business days of receipt of this Order.
9. Until Kendra Scott has recovered full payment of monies owed to it by any Defaulting Defendant, Kendra Scott shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, DHgate, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, DHgate, and Amazon Pay, shall within ten (10) business days:
 - a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases, Online Marketplaces, and Domain Names including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibits 4 and 5 to the Declaration of Adrienne T. Montes, and any e-mail addresses provided for Defaulting Defendants by third parties;
 - b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and

- c. release all monies, up to the above identified statutory damages award, restrained in Defaulting Defendants' financial accounts to Kendra Scott as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
10. In the event that Kendra Scott identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, Kendra Scott may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibits 4 and 5 to the Declaration of Adrienne T. Montes and any e-mail addresses provided for Defaulting Defendants by third parties.
11. The ten thousand dollar (\$10,000) surety bond posted by Kendra Scott is hereby released to Kendra Scott or its counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Kendra Scott or its counsel.

This is a Final Judgment.

DATED: December 27, 2021


Elaine E. Bucklo
United States District Judge

Kendra Scott, LLC v. Dalishi, et al. - Case No. 21-cv-5540

Schedule A

Defendant Online Marketplaces

No	URL	Name / Seller Alias
1	DISMISSED	DISMISSED
2	DISMISSED	DISMISSED
3	DISMISSED	DISMISSED
4	DISMISSED	DISMISSED
5	DISMISSED	DISMISSED
6	DISMISSED	DISMISSED
7	DISMISSED	DISMISSED
8	DISMISSED	DISMISSED
9	DISMISSED	DISMISSED
10	DISMISSED	DISMISSED
11	DISMISSED	DISMISSED
12	DISMISSED	DISMISSED
13	dhgate.com/store/14498432	Dalishi
14	dhgate.com/store/19727321	amyaccessories
15	dhgate.com/store/20066936	ishopping_house
16	dhgate.com/store/20706757	Jf012
17	dhgate.com/store/21062958	Neiham
18	dhgate.com/store/21114725	perfect20170505
19	dhgate.com/store/21123025	Huaishiw
20	dhgate.com/store/21161335	Hongshu33
21	dhgate.com/store/21193905	kendrastylejewelry

Defendant Domain Names

No	URL	Name / Seller Alias
1	kendrascottsdiscoun.com	kendrascottsdiscoun.com
2	kendrascottsonlinesale.com	kendrascottsonlinesale.com
3	kendrascotthotsale.com	kendrascotthotsale.com
4	kandrascott.shop	kandrascott.shop
5	kendrascott2022.com	kendrascott2022.com
6	kendrascottjewelries.com	kendrascottjewelries.com
7	kendrascottsshop.com	kendrascottsshop.com
8	kendrascott2021.com	kendrascott2021.com

9	kendrascottpromotion.com	kendrascottpromotion.com
10	thekendrascott.com	thekendrascott.com
11	jvdiamondshop.com	jvdiamondshop.com
12	kendrachristmasgift.com	kendrachristmasgift.com
13	kendrajewelrydesign.com	kendrajewelrydesign.com
14	kendrascotta.store	kendrascotta.store
15	kendra-soctt.com	kendra-soctt.com
16	kendrasoctts.com	kendrasoctts.com
17	kendrascottsjr.store	kendrascottsjr.store
18	kslwoenj.com	kslwoenj.com
19	ksvipofficials.shop	ksvipofficials.shop
20	kendrashop.live	kendrashop.live
21	ksagent.shop	ksagent.shop
22	jewelry.makrosund.com	jewelry.makrosund.com
23	scottgifts.shop	scottgifts.shop
24	kendrashop.shop	kendrashop.shop
25	kendascatt.com	kendascatt.com
26	drawturns.com	drawturns.com
27	invinjewellery.com	invinjewellery.com
28	cliddor.com	cliddor.com
29	sightandbeauty.online	sightandbeauty.online
30	kspuw.shop	kspuw.shop
31	nicolejdecor.online	nicolejdecor.online
32	ibeautysupply.online	ibeautysupply.online
33	vmseh.shop	vmseh.shop
34	ksfonsale.vip	ksfonsale.vip
35	kendscott.shop	kendscott.shop
36	crystalcleargreats.store	crystalcleargreats.store
37	newgiftsbracelets.shop	newgiftsbracelets.shop
38	dangreats.store	dangreats.store
39	ksjewelsmall.shop	ksjewelsmall.shop
40	famousbirthdaysoutletus.shop	famousbirthdaysoutletus.shop
41	ksgiftago.shop	ksgiftago.shop
42	ksjewels.shop	ksjewels.shop
43	ikzoo.shop	ikzoo.shop
44	thatsdanicollection.online	thatsdanicollection.online
45	ksjewelsdirect.shop	ksjewelsdirect.shop
46	accessoriesgoods.shop	accessoriesgoods.shop
47	lightjewelry.shop	lightjewelry.shop
48	yhcenter.online	yhcenter.online
49	mkofoy.com	mkofoy.com

50	brettjewelry.com	brettjewelry.com
51	ringsjewelryshop.com	ringsjewelryshop.com
52	designjewelryshop.com	designjewelryshop.com
53	giftsjewelryshop.com	giftsjewelryshop.com
54	pierreardu.com	pierreardu.com
55	furnvl.com	furnvl.com
56	jewelrytrip.com	jewelrytrip.com
57	vide.vip	vide.vip
58	DISMISSED	DISMISSED
59	kendrascottjr.store	kendrascottjr.store
60	ksys.thefantasticstyle.com	ksys.thefantasticstyle.com
61	kendrascott.shop	kendrascott.shop
62	kendrascott.online	kendrascott.online
63	kescoting.shop	kescoting.shop
64	jvdiamondshop.com	jvdiamondshop.com
65	lddmh.com	lddmh.com
66	DISMISSED	DISMISSED
67	qlearring.shop	qlearring.shop
68	ksringus.online	ksringus.online
69	ruwwn.shop	ruwwn.shop